



## भारतीय लघु उद्योग विकास बैंक

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

आइ.बी.एम सॉफ्टवेयर अनुज्ञप्तियों के लिए वार्षिक सॉफ्टवेयर सहयोग

का नवीकरण संबंधी प्रस्ताव आमंत्रित हैं

PROPOSALS ARE INVITED FOR

Renewal of Software Support for IBM Software Licenses

इस निविदा दस्तावेज के अनुक्रम में बोलीकर्ता द्वारा उपलब्ध कराई गई सूचना को सिडबी की संपत्ति मान जाएगा और इसे वापस नहीं किया जाएगा। सिडबी के पास इस निविदा दस्तावेज को संशोधित करने, निरस्त करने अथवा उसे पुनःजारी करने का अधिकार सुरक्षित रहेगा। साथ ही, बोलीकर्ताओं को सभी संशोधनों के संबंध में सूचित किया जाएगा और ऐसे सभी संशोधन उन पर बाध्यकारी होंगे।

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF SIDBI AND WILL NOT BE RETURNED. SIDBI RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

यह दस्तावेज सिडबी द्वारा सिटीक्स सॉल्यूशंस एडवांटेज (सी एस ए) प्राप्त करने हेतु सॉफ्टवेयर सहयोग के नवीनीकरण के लिए तैयार किया गया है। इसका पुनर्प्रयोग अथवा नकल नहीं किया जाना चाहिए या आंशिक रूप से या पूरी तरह से, दोनों में से किसी भी रूप में उसका प्रयोग नहीं किया जाना चाहिए।

THIS DOCUMENT IS PREPARED BY SIDBI FOR THE RENEWAL OF SOFTWARE SUPPORT FOR IBM S/W LICENSES. IT SHOULD NOT BE REUSED OR COPIED OR USED EITHER PARTIALLY OR FULLY IN ANY FORM.

टेंडर सं. / Tender No.	400/2015/1085//BYO/ITV
टेंडर जारी करने की तिथि / Tender Issue Date	फरवरी 06, 2015 / February 06, 2015
बोली जमा करनी की अंतिम तिथि / Last date for bid submission	फरवरी 27, 2015 / February 27, 2015, 3:30pm
अहर्ता-पूर्व बोलियाँ खोलने की तिथि / Date of opening of Pre-Qualification Bids	फरवरी 27, 2015 / February 27, 2015, 4:00pm
बयाना जमा राशि / Earnest Money Deposit	₹76,000/-
टेंडर मूल्य / Tender Cost	Nil

भारतीय लघु उद्योग विकास बैंक

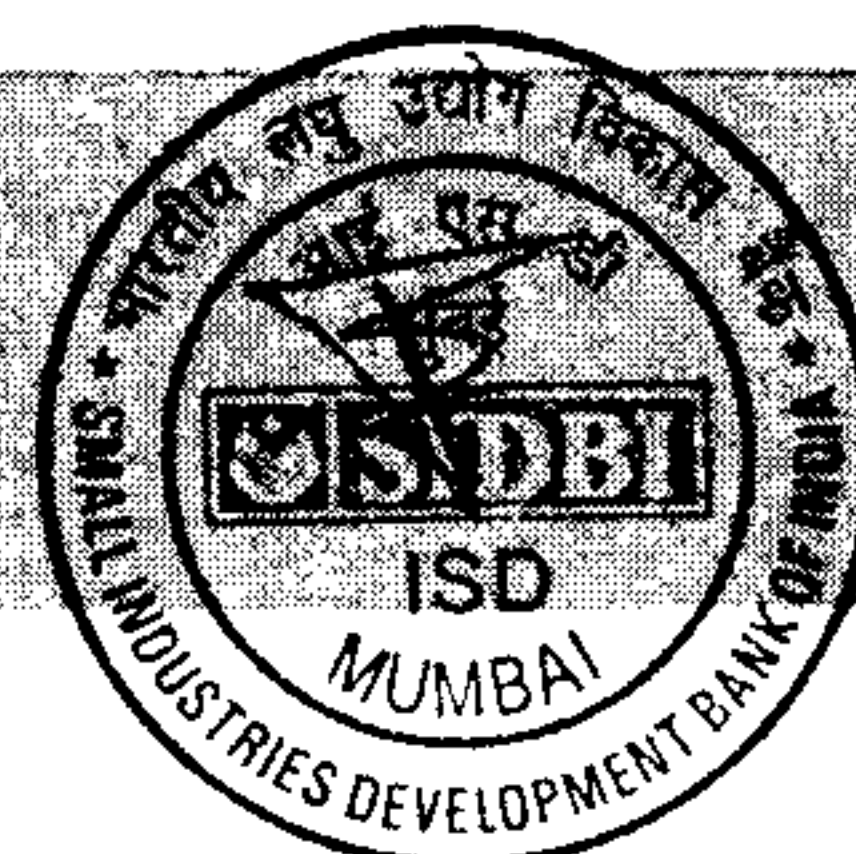
एमएसएमई विकास केंद्र, सी-11, जी ब्लॉक

बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा(पूर्व) मुंबई-400051

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

MSME Development Center, C-11, 'G' Block,

Bandra Kurla Complex, Bandra (E), Mumbai - 400 051



**Bidding Information:**

Tender Reference	400/2015/1085/BYO/ITV dated फरवरी/February 06, 2015
प्रयोजन / Purpose	01/04/2015 – 31/03/2016 के अवधि के लिए आइ.बी.एम सॉफ्टवेयर अनुज्ञप्तियों के वार्षिक सॉफ्टवेयर सहयोग का नवीकरण Renewal of Software Support for IBM Software Licenses for the period 01/04/2015 – 31/03/2016.
आर.एफ. पि के मूल्य /Cost of RfP	शून्य / Nil
बयाना जमा राशि /Earnest Money Deposit (EMD)	₹76,000/- का माँग ड्राफ्ट/ भुगतान आदेश या पूर्व-अर्हता के साथ संलग्नक-V, में दिए गए निर्धारित प्ररूप में वाणिज्यिक बैंक की बैंक गारंटी(बीजी) सिडबी के पक्ष में, मुंबई पर देय, भेजा जानी है। ₹76,000/- [Rupees Seventy Six Thousand only, to be submitted in form of demand draft/pay order/ banker's cheque in favour of SIDBI payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank as per format prescribed in Annexure –V, along with Minimum Eligibility bid]. <b>Bids submitted without EMD shall not be considered.</b> )
लिफाफों की सं. No. Of Envelopes (गैर विंडो, मुहरबंद) Non window, sealed)	<b>02 (दो) गैर विंडो वाले मुहरबंद लिफाफे</b> <b>02 ( Two), Non-window sealed with:</b> <b>पहला लिफाफा / 1<sup>st</sup> Envelope:</b> (जिस पर दिनांक फरवरी 06, 2015 का निविदा सं 400/2015/1085/ बीवाईओ/आईटीवी- का पूर्व-अर्हता बोली अंकित होनी चाहिए, जिसके साथ Superscribing "Tender No. 400/2015/1085 /BYO/ITV dated February 06, 2015 – Pre-qualification Bid") containing: 1. संलग्नक I में दिए प्ररूप के अनुसार प्रेषण पत्र Forwarding letter as per format given in Annexure I. 2. माँग ड्राफ्ट/ भुगतान आदेश / बयाना जमा राशि के प्रति बैंक गारंटी Demand Draft/ Pay Order/ BG towards Earnest Money Deposit (EMD). 3. संलग्नक II में दिए गए प्ररूप के अनुसार पूर्व-अर्हता Pre-Qualification as per format given in Annexure II. 4. आइबीएम का अधिकार पत्र Letter of authorisation from IBM. 5. संलग्नक IV में दिए गए बैंक अधिदेश प्ररूप के अनुसार / Bank Mandate Form as per format given in Annexure IV. <b>दूसरा लिफाफा / 2<sup>nd</sup> Envelope:</b>



	(जिस पर फरवरी 06, 2015 का निविदा सं 400/2015/1085/ बीवाईओ/आईटीवी- का वाणिज्यिक बोली" अंकित होना चाहिए) और जिसमें संलग्नक III में दिए गए प्ररूप के अनुसार वाणिज्यिक बोली Superscribing "Tender No. 400/2015/1085 /BYO/ITV dated February 06, 2015 - Commercial Bid") containing: 1.Commercial bid as per format given in Annexure III.			
बोलियाँ भेजने की अंतिम तिथि /Last Date of Submission of Bids	फरवरी 27, 2015 को सायं 3:30 बजे तक February 27, 2015 by 3:30 pm			
स्पष्टीकरण माँगने की अंतिम तिथि / Last Date for seeking clarifications, if any	फरवरी 13, 2015 को सायं 5:00 बजे तक February 13, 2015 by 5 :00 pm			
बोली की वैधता /Bid Validity, till	बोलियाँ भेजने की तिथि से 03 माह तक अर्थात् मई 26, 2015 तक 3 months from the date of bid submission i.e.May 26 , 2015.			
बोलियाँ भेजने के लिए पता /Address for submission of Bids	THE GENERAL MANAGER (SYSTEMS) SIDBI, MSME DEVELOPMENT CENTER PLOT No.C-11, 'G' BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST) <b>MUMBAI - 400 051</b>			
अहर्ता-पूर्व बोलियाँ खोलने की तिथि Date of opening of Pre-qualification Bids	फरवरी 27, 2015, सायं 4 बजे February 27 , 2015 at 4:00 pm			
वाणिज्यिक बोलियाँ खोलने की तारीख Date and time of opening of Commercial Bids	वाणिज्य बोली बाद की तिथि में खोली जाएगी, जिसके बारे में केवल छॉटे गए बोलीकर्ताओं को सूचित किया जाएगा। Commercial bids would be opened at a later date which would be notified only to the short listed bidders..			
संपर्क विवरण /Contact Details	सिडबी एमएसएमई विकास केंद्र प्लॉट सं. सी-11, जी ब्लॉक, बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई-400051 SIDBI, MSME Development Center Plot No.C-11, 'G' Block, Bandra Kurla Complex, Bandra(East), Mumbai-400 051 <b>MUMBAI - 400 051</b>			
नाम (श्री /सर्वश्री) Name (S/Sh.)	पदनाम Designation	फोन / Phone	फैक्स /Fax	ई-मेल E-mail
टी सुनन्दा / T Sunanda	प्र(सिस्टमस) M (Systems)	67531295	67531236	sunanda@sidbi.in
सि.आर.सदगोबन C R Sadagoban	उ.म.प्र(सिस्टम) DGM(Systems)	67531271		sadagopan@sidbi.in





## 1. Introduction and Disclaimers

### 1.1. About SIDBI

SIDBI is an all India Financial Institution catering to the financial needs of Micro, Small and Medium Enterprises. It has Head Office at Lucknow, Regional Offices at Chennai, Kolkata, Lucknow, Mumbai and New Delhi, 15 Regional Office at various locations spread all over India.

### 1.2. Purpose of RfP

SIDBI is having its Data Center at Mumbai Head office with blend of Intel, Linux, HP Unix and IBM AIX RISC servers. SIDBI is using IBM Software with licenses details as given in the following table and is in the process of renewing software support for the period as indicated. Accordingly, proposals are invited from the eligible IBM Support Partners / Business Associates for the renewal of these licenses as per **para 2 (scope of Work) given hereunder** .

S No.	Item Description	Qty.	Support expiring on	Support renewal period
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	5	31/03/2015	01/04/2015 - 31/03/2016
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	500		
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300		
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	680		
कुल अनुज्ञप्तियोंकी सं. /Total licenses		1485		

Bidders are requested to submit their bids strictly conforming to the schedule and terms and conditions given in annexures attached.

### 1.3. Information Provided

The RfP document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with SIDBI. Neither SIDBI nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither SIDBI nor any of its employees, agents, contractors, or advisers have carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

### 1.4. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, SIDBI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it

whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of SIDBI or any of its officers, employees, contractors, agents, or advisers.

**1.5. Costs to be borne by Respondents**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations/ presentations, etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Respondent.

**1.6. No Legal Relationship**

No binding legal relationship will exist between any of the Respondents and SIDBI until the issues of purchase order / execution of a contractual agreement.

**1.7. Acceptance of Selection Process**

Each Recipient having responded to this RfP acknowledges having read/understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

**1.8. Errors and Omissions**

Each Recipient should notify SIDBI of any error, omission, or discrepancy found in this RfP document but not later than 10 (ten) working days prior to the due date for submission of bids.

**1.9. Acceptance of Terms**

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RfP.

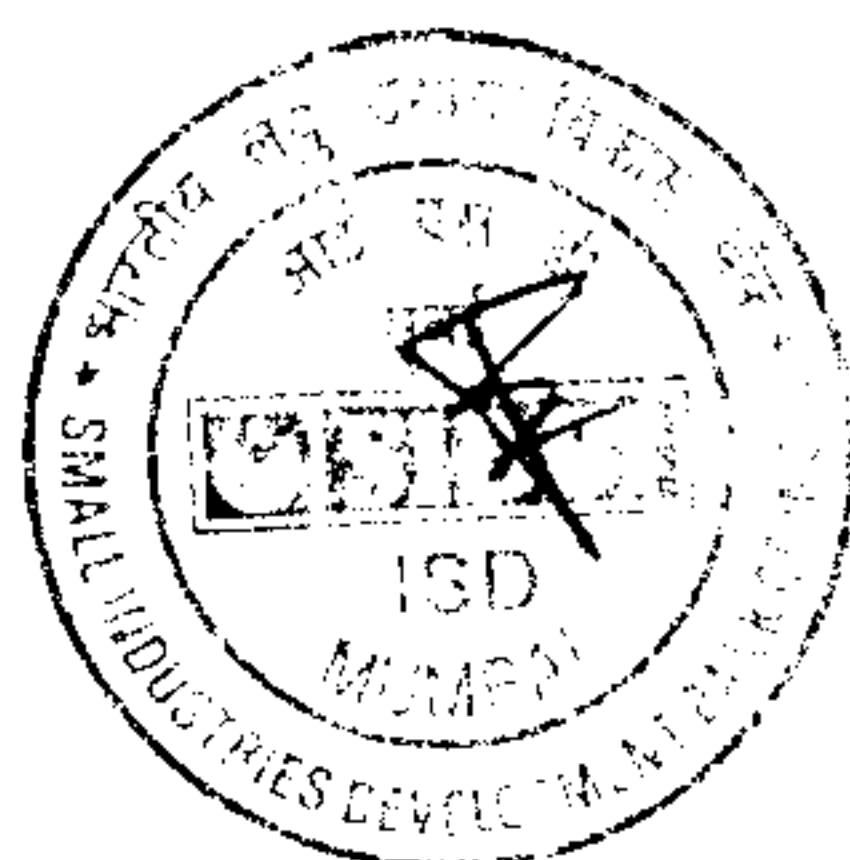
**2. SCOPE OF WORK:** Following would be the scope of work under the contract.

2.1 Renewal of the Software Support for IBM Software licenses is required for the period detailed as under:

S No.	Item Description	Qty.	Support expiring on	Support renewal period
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	5	31/03/2015	01/04/2015 - 31/03/2016
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	500		
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	300		
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	680		
<b>कुल अनुज्ञप्तियोंकी सं./Total licenses</b>		<b>1485</b>		

2.2 Submission of the renewal certificate(s) from IBM.

2.3 The bidder is expected to renew the support with IBM for the number of software licenses as indicated at para 2.1



### **3. Pre-Qualification / Minimum Eligibility**

The proposal should adhere to the following minimum eligibility criteria.

1. The bidder should be a registered company
2. The bidder should be a Support Partner / Business Associate of IBM and same should be supported by a certificate/ letter from IBM.
3. The bidder should not have been black-listed by any Public Sector Bank, RBI or IBA or any other Government agencies. Bidder must certify to that effect by providing declaration as per the format given by the Bank in the RfP.

### **4. RESPONSIVE BIDS:**

Bids conforming to the following essential requirements shall be considered as responsive:

1. Bids submitted at the prescribed address on or before the stipulated date and time.
2. Bids accompanied with following documents:
  - Forwarding letter as per **Annexure – I**.
  - Duly filled and signed Pre-qualification Bid as per **Annexure – II**.
  - IBM authorisation certificate/ letter.
  - DD/Pay Order/BG towards the EMD.
  - Duly filled and signed Commercial Bid in prescribed format as per **Annexure–III**.
  - Bank Mandate Form along with a cancelled cheque leaf as per **Annexure-IV**.

### **5. निविदा कार्यप्रणाली, बोली मूल्यांकन और संविदा प्रदान करना**

#### **TENDER METHODOLOGY, BID EVALUATION & AWARD OF CONTRACT:**

#### **a. TENDER METHODOLOGY**

The tender methodology proposed to be adopted by SIDBI will be “**TWO Bid SYSTEM**” in which bidders have to submit following bids in separate envelopes at the time of submission of bids.

- **Pre-qualification Bid**
- **Commercial Bid.**

#### **b. EVALUATION PROCESS**

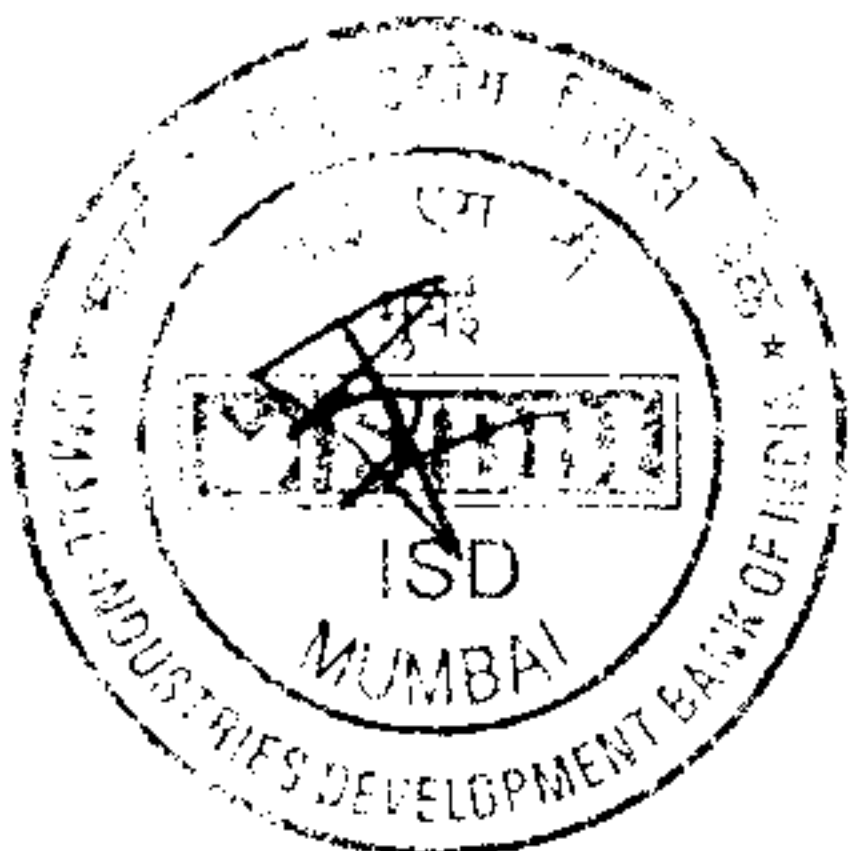
- i. The evaluation by the Bank will be undertaken by a Committee of Officials or/and representatives formed by the Bank and its decision will be final.
- ii. Bid evaluation shall be done in two phases.
- iii. **First phase- Evaluation of Eligibility Criteria :-** In this phase, the Pre-qualification Bid will be opened in the presence of the representatives of the bidders.
  - Proposals not complying with the prescribed ‘**Minimum Eligibility Criteria**’ and not submitted as per the criteria given under “**Responsive Bids**” mentioned at para 3 and 4 above are liable to be rejected and will not be considered for further evaluation.
  - Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.
  - Based on the pre-qualification evaluation, bidders will be shortlisted for opening of the ‘**Commercial Bids**’.

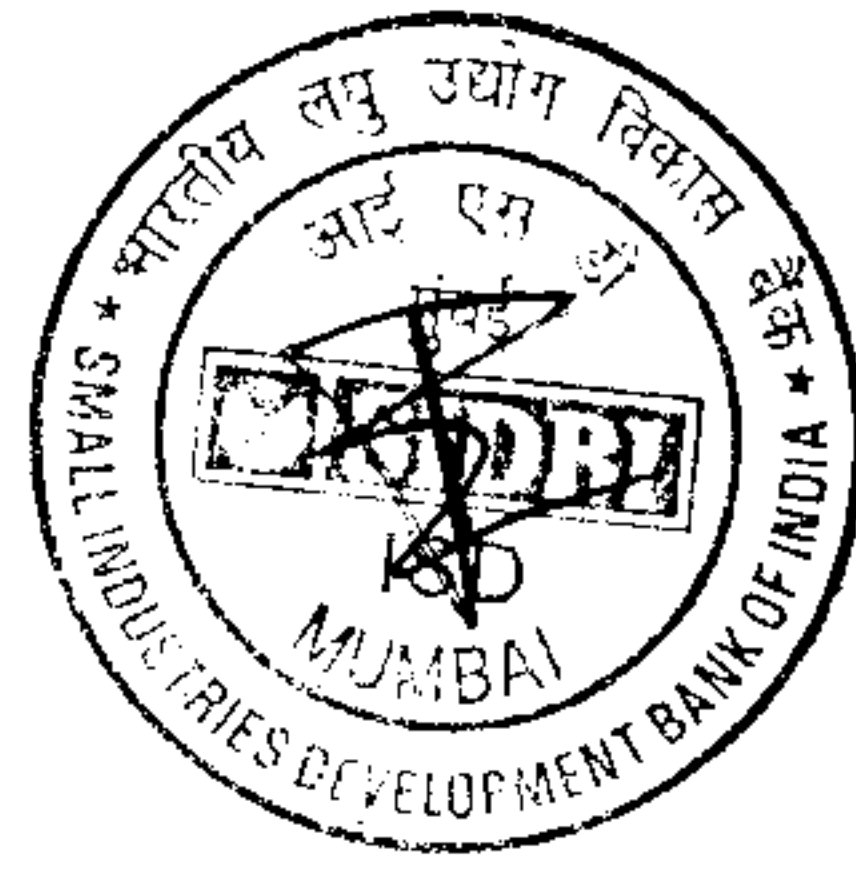


- iv. Second phase- Commercial Evaluation:** In this phase, the 2<sup>nd</sup> envelope containing commercial bid of the bidders short listed in the first phase shall be opened in the presence of the bidder's representative. Date and time of opening of the commercial bids shall be advised only to the bidders shortlisted in the first phase of evaluation, through mail/ phone.
- a. The commercial bids should be submitted as per format prescribed by the Bank in the RFP. Commercial bids not found to be submitted in the prescribed format and in accordance with the terms of the RfP, shall be declared as 'Non-responsive' and hence shall be rejected.
  - b. **Arithmetic errors correction** : *Arithmetic errors, if any, in the price break-up format will be rectified on the following basis:*
    1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.
    2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.
    3. If the bidder has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
    4. If the unit price quoted by the bidder in figures and in words are equivalent but the total bid price of the item has not been worked out correctly, the unit price quoted by the bidder shall be taken as correct
    5. The bidders, for whom arithmetic corrections are warranted /required, must accept the arithmetic corrections in writing / mail, within a specified date and time as may be decided by the Bank, or their bid should be rejected.
    6. Bank may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder
  - c. Based on the cost quoted by the Bidders [Service Provider], the Bidders would be declared L1, L2, L3. The **L1** (Lowest (L1) Commercial bid) bidder would be shortlisted based on the least cost quoted and whose bid has been determined to be substantially responsive.
  - d. The bidders must therefore nominate its authorized representative to be present during commercial evaluation.

**c. AWARD OF CONTRACT**

**SIDBI will award the contract to the L1 bidder.**





## 6. TERMS AND CONDITIONS

### 6.1 DEFINITIONS:

In this Contract, the following terms shall be interpreted as indicated:

- 6.1.1 "The Bank " means Small Industries Development Bank Of India (SIDBI);
- 6.1.2 "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 6.1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 6.1.4 "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 6.1.5 "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 6.1.6 "TCC" means the Terms and Conditions of Contract contained in this section;
- 6.1.7 The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 6.1.8 "The Project Site" means various Head Office/Branches/Administrative offices of Small industries Development Bank of India.

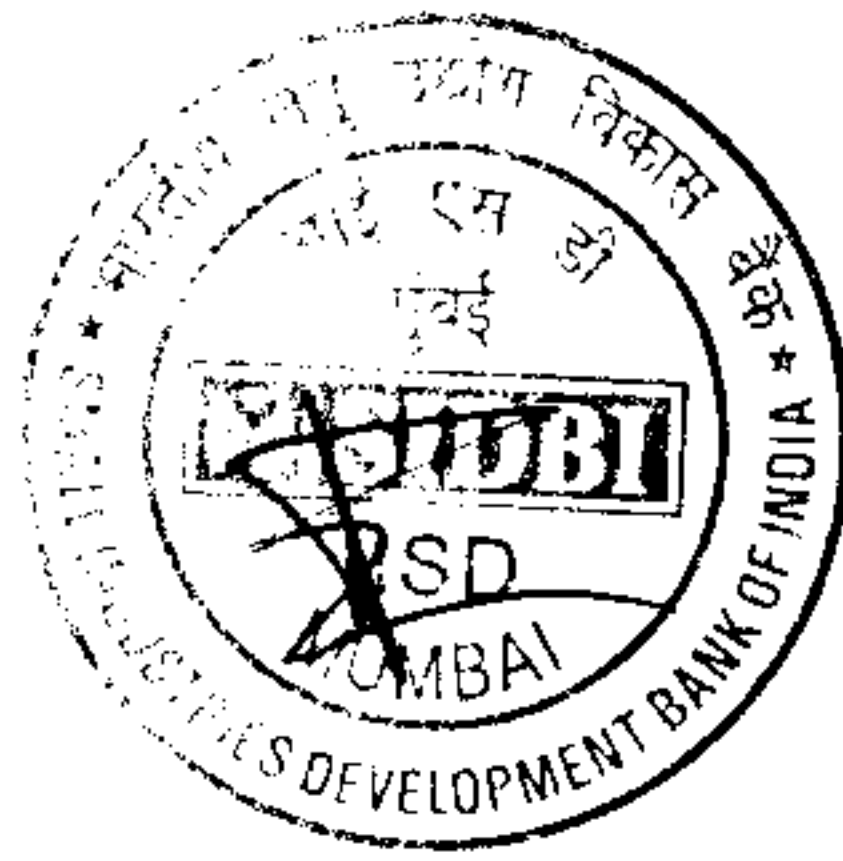
### 6.2 General

- 6.2.1 Bidders are advised to study all the instructions, forms, terms and specifications in this RfP and its **Annexures** carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. Failure to furnish all information required in the RfP Document, in the formats prescribed or submission of a proposal not substantially responsive or submission of unnecessary additional information or submission of confusing information as part of response to this RfP document may result in rejection of the bid.
- 6.2.2 Any clarification to be sought by the bidders should be done on or before the stipulated date.
- 6.2.3 At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment and it will be placed on the bank's website & Central Public Procurement Portal (CPPP) as corrigendum/ addendum for information of all prospective Bidders.
- 6.2.4 All prospective Bidders who have received the Bidding Document will be notified of the amendment in writing, by fax or E-mail and the said amendments will be binding on them.
- 6.2.5 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.
- 6.2.6 In case of any clarification required by SIDBI to assist in the examination, evaluation and comparison of bids SIDBI may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted
- 6.2.7 It would be the responsibility of the Bidder's representative (only one person per vendor) to be present at the venue of opening of Bids.



- 6.2.8 The envelopes should clearly indicate the Name and Address of the Vendor. All pages of the bid are to be signed and numbered as Page ---(page) of --(total pages) and the page numbers should be running across the complete bid document and not section wise.
- 6.2.9 The bidder shall bear all the costs associated with the preparation and submission of the bid and SIDBI will in no case be responsible or liable for those costs, regardless of the conduct or the outcome of the tendering process.
- 6.2.10 Deviations, if any, to the terms of the Rfp should be annexed separately to the pre-qualification bid.
- 6.2.11 **Bid validity:** The period of bid validity shall be binding on the bidder, as SIDBI may place the purchase order (PO) at any stage on or before the expiry of the bid validity date. SIDBI, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.
- 6.2.12 **Modification And/ Or Withdrawal of Bids:** Bids once submitted will be treated, as final and no further correspondence in this regard will be entertained. No bidder shall be allowed to withdraw the bid. SIDBI has the right to reject any or all the bids received without assigning any reason whatsoever. SIDBI shall not be responsible for non-receipt / nondelivery of the bid documents due to any reason whatsoever.
- 6.2.13 Information provided in this RfP is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfP document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitting the response.
- 6.2.14 SIDBI reserves the right to extend the dates for submission of responses to this document with intimation on the bank's website and CPPP.
- 6.2.15 Unless agreed to specifically by the Bank in writing for any changes to the RFP issued, the Bidders' responses would not be incorporated automatically in the RFP document.
- 6.2.16 Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RFP shall be the governing document for arrangement between the Bank and the Bidders.
- 6.2.17 SIDBI reserves the right to change the required scope and ask for the revised bids or cancel the process without assigning any reasons.
- 6.2.18 The scope of the proposal shall be on the basis of single point responsibility, completely covering all obligations.
- 6.2.19 The Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of work in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 6.3 PRICE:**
- 6.3.1 The Bidder is required to quote in Indian Rupees ('INR'/'₹'). Bids in currencies other than INR may not be considered.
- 6.3.2 Prices quoted by the bidders should include all local taxes, Sales tax, VAT, duties, levies and transportation costs etc.





6.3.3 Octroi, if applicable, will be paid as at actual, on submission of original receipts in the name of SIDBI.

It is the vendor responsibility to pay the applicable Octroi and claim the reimbursement along with the invoice.

6.3.4 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/ tax structure, changes in costs related to the materials and labor or other components or for any other reason.

6.3.5 The prices quoted shall be valid for the entire period of the bid validity as specified in the critical information section, i.e. till May 26, 2015.

6.3.6 Further, subsequent to the orders being placed/ agreement executed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Similarly, any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI. Otherwise rates are firm during the entire contract period.

6.3.7 SIDBI will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of SIDBI.

6.3.8 In case the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal the same shall be borne by the vendor and SIDBI shall not be liable to pay any charges to the vendor over and above the order value.

#### 6.4 TERMS OF DELIVERY:

5.5.1 Vendor shall ensure to lodge the order for renewal with prime vendor IBM well in time **so that the support is renewed for the desired period, w.e.f. April 01, 2015** for all the licenses as indicated above in the table under 1.2

#### 6.5 TERMS OF PAYMENT:

6.5.1 SIDBI's standard payment terms are as under:

100% payment after the submission of proof of renewal for all the 1485 IBM S/w licenses for the desired period in the name of '**Small Industries Development Bank of India**'.

6.5.2 All the payments including refund of EMD will be made by SIDBI, Mumbai electronically through RTGS/ NEFT by crediting the same in bidder's bank a/c as per details furnished in the Bank Mandate Form as per format prescribed in Annexure – IV. In case the bidders have already submitted the form with bank in connection with any other tender/ transactions, same need not to be submitted again.

6.5.3 At the time of claiming the payments including refund of EMD, vendor will be required to confirm in writing the Bank a/c and other details furnished in Bank Mandate Form. In case of any changes, Bank Mandate Form would require to be re-furnished.

6.5.4 Octroi, if any, will be paid as at actual, only on the submission of original receipts in SIDBI's name.

6.5.5 Vendor will be required to furnish the documentary proof of delivery of renewal certificate in physical/ electronic form while claiming the payments.

- 6.5.6 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.
- 6.5.7 The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
- 6.5.8 TDS, if any, will be deducted while releasing the payment
- 6.5.9 All Payments will be made to the Bidder in Indian Rupee only.

**6.6 PENALTY FOR DEFAULT IN SERVICES:**

If the vendor fails to renew the support for the desired period in time and OEM imposes any re-instatement charges towards delayed renewal, the same shall be borne by the vendor and SIDBI shall not be liable to pay any charges to the vendor over and above the order value. In case the support is not renewed within **five weeks** from the date of order, SIDBI reserves the right

- to cancel the order and in such a case the earnest money deposit (EMD) received from the vendor shall be forfeited.
- Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a period of 3 years.

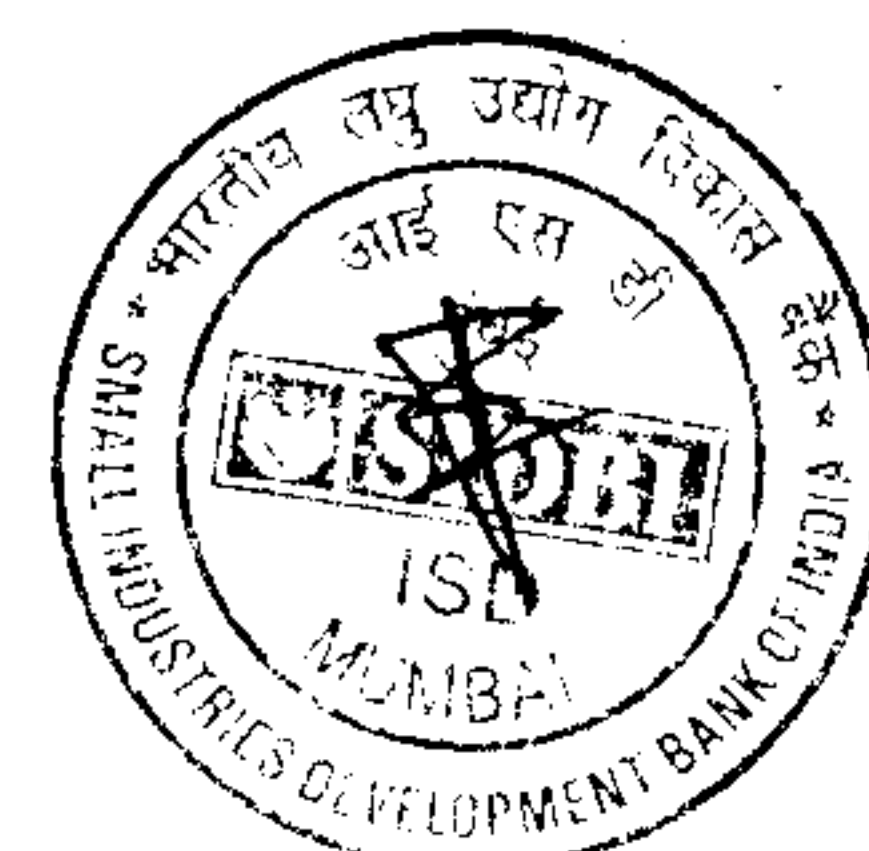
**6.7 EARNEST MONEY DEPOSIT:**

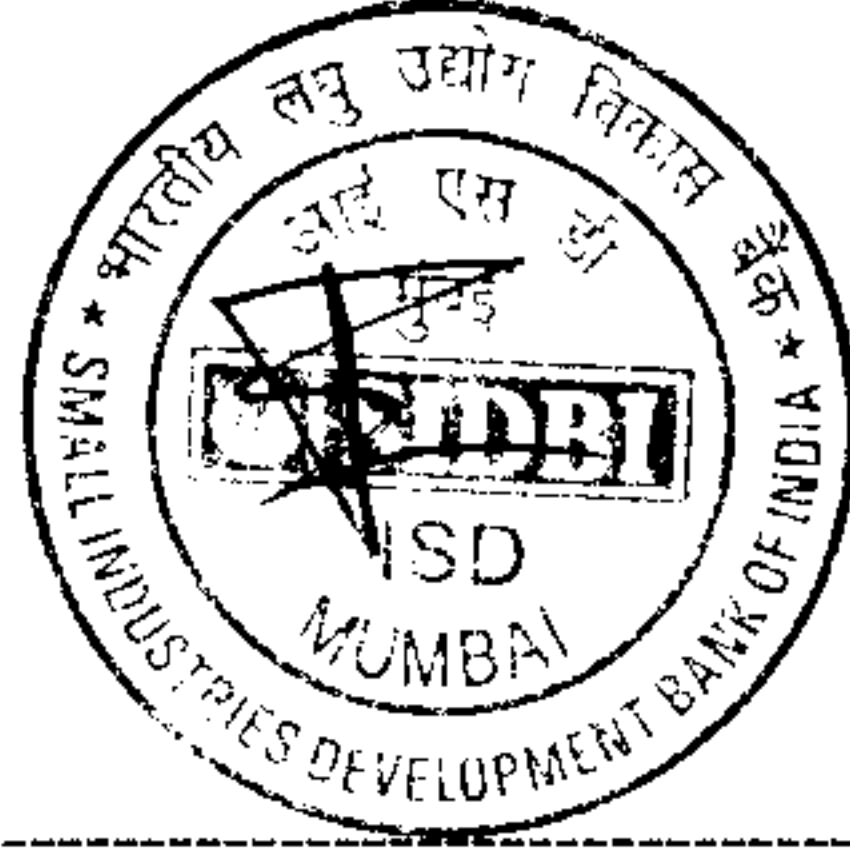
- 6.7.1 All the responses must be accompanied by a refundable **interest free security deposit** of an amount as mentioned under "EMD" head at Bidding Information.
- 6.7.2 EMD should be in the form of Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai or in the form of a Bank Guarantee (BG) from a commercial bank strictly in the format as prescribed in Annexure - V. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 6.7.3 In case the EMD is submitted in the form of a BG, the same should be valid till the date of bid validity i.e. till May 26, 2015 with claim period one month beyond the BG validity i.e. upto June 26, 2015.
- 6.7.4 Request for exemption from EMD will not be entertained.
- 6.7.5 The EMD amount/ BG of all unsuccessful bidders would be refunded immediately upon happening of any the following events, **which ever is earlier:**

6.7.5.1 Issue of Purchase Order to the successful bidder.

OR

6.7.5.2 The end of the bid validity period, including extended period (if any),





6.7.6 Successful Bidder will be refunded the EMD amount/ BG along with the payment towards the renewal.

6.7.7 The bid security may be forfeited:

6.7.7.1 If a Bidder withdraws its bids during the period of bid validity.

6.7.7.2 If a Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

6.7.7.3 In case of successful Bidder, if the Bidder fails to accept the order/ sign the contract within the stipulated time or fails to furnish performance guarantee.

#### 6.8 BANK MANDATE FORM:

All the bidders are required to submit the duly filled-in **Bank Mandate Form** as per **Annexure-IV**, along with a cancelled cheque leaf. Please note that only the cancelled cheque leaf in original shall be accepted. No Xerox or scanned copies of the cancelled cheque leaf should be submitted.

If a bidder has already submitted the **Bank Mandate Form** in connection with some other transaction with the bank, besides confirming the bank details, the photo copy of the already submitted form may be enclosed.

#### 6.9 Public Procurement Policy on Micro and Small Enterprises (MSEs)

6.9.1 SIDBI is governed by Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

6.9.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

6.9.3 Such MSEs would be entitled for exemption from payment of earnest money deposit.

6.9.4 Agencies/Bidders desirous of availing preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

6.9.5 The bidder to note that, splitting of order would not be applicable in this tender

#### 6.10 USE OF CONTRACT DOCUMENTS AND INFORMATION:

The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

#### 6.11 SUBCONTRACTS:

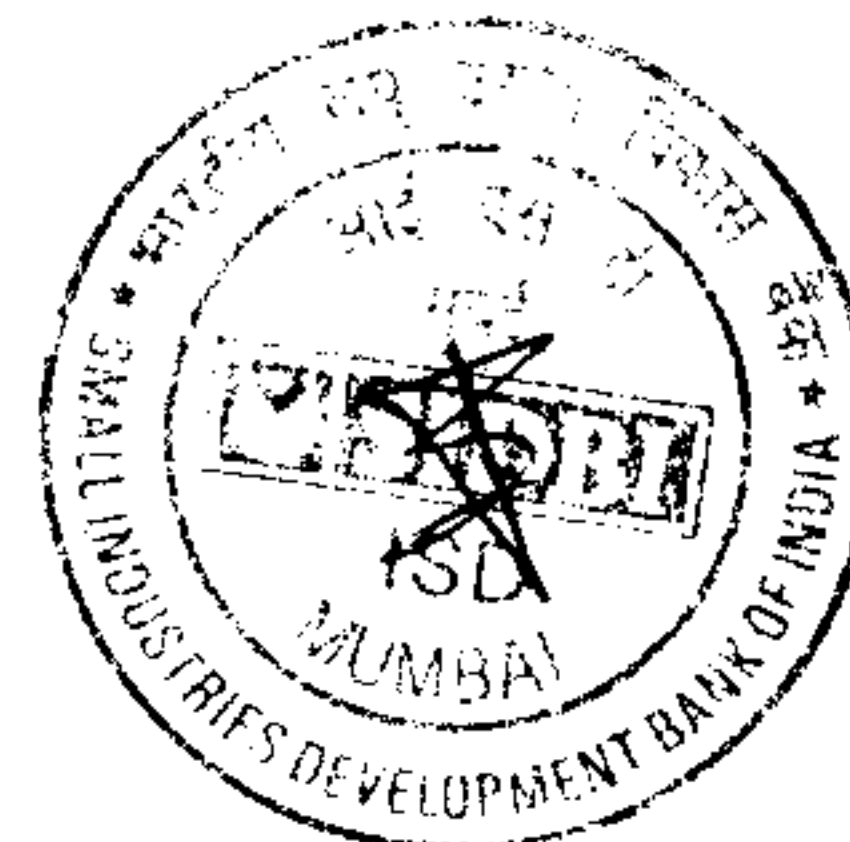
- 6.11.1 The Supplier shall not assign to others, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.
- 6.11.2 The Supplier shall notify and obtain concurrence from the Bank in writing of all subcontracts/ Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 6.11.3 Subcontracts / Franchisees must comply with the provisions of TCC.

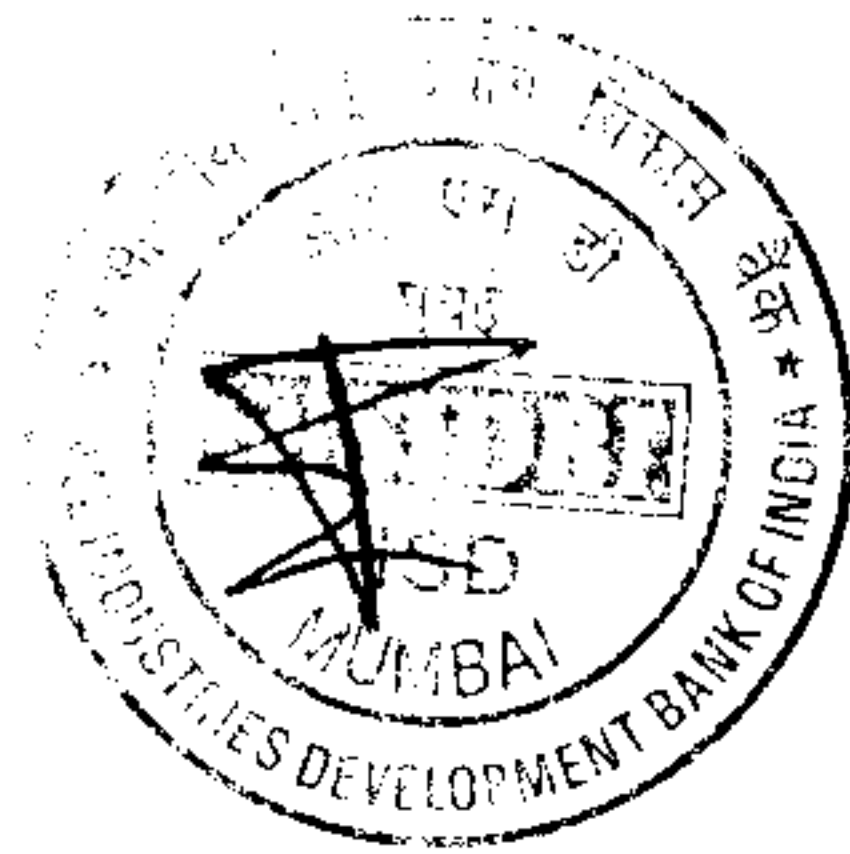
#### 6.12 APPLICABLE LAWS:

- 6.12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 6.12.2 **Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 6.12.3 **Compliance in obtaining approvals/ permissions/ licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

#### 6.13 PATENT RIGHTS:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Supplier of such claim, if it is made, without delay.





#### 6.14 FORCE MAJEURE:

6.14.1 If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

6.14.2 If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 6.15 RESOLUTION OF DISPUTES:

6.15.1 It will be the Bank's endeavor to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFP and the breach that may result.

6.15.2 In case of Dispute or difference arising between the Bank and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

6.15.3 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

6.15.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

6.15.5 Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

6.15.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

6.15.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

\*\*\*\*\*

**ANNEXURE - I**

**FORWARDING LETTER**

(To be submitted on Bidder's letter head)

To:

The General Manager (Systems)  
SIDBI  
3rd Floor, MSME Development Center  
C-11, 'G' Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai - 400 051**

Dear Sir,

**Your Tender No.:400/2015/1085/BYO/ITV dated February 06, 2015**

We, the undersigned bidder, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the Minimum Eligibility bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Further, we agree to abide by all the terms and conditions as mentioned at para-5 of the above mentioned tender document. We have also noted that SIDBI reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:...../...../2015

Authorised Signatory:

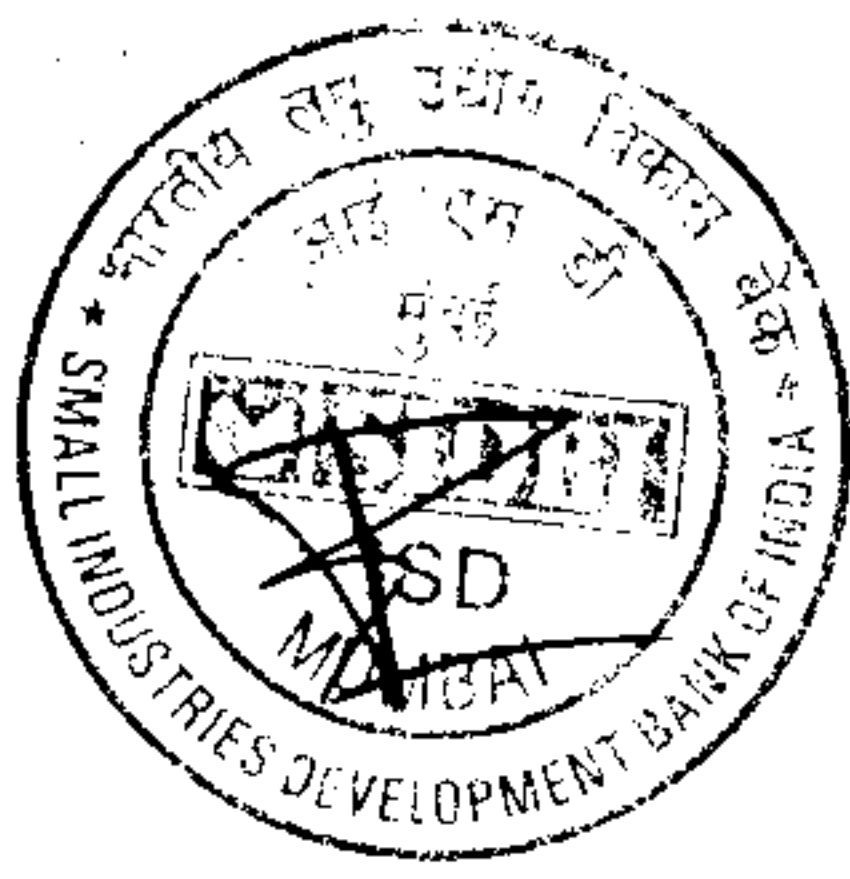
Name:

Designation:

Phone:

Email:





Renewal of Software Support for IBM S/w Licenses  
400/2015/1085/BYO/ITV Dated February 06, 2015

**ANNEXURE - II**

**Format – Pre Qualification**

(RfP No: 400/2015/1085/BYO/ITV dated February 06, 2015)

1	Name of the Bidder													
2	Address of the Bidder													
3	Corporate Identification No. of the bidder													
	Copy of Corporate Identification attached. (Y/N)													
4	Permanent Account Number (PAN).													
	Copy of PAN number to be attached. (Yes /No)													
5	Registration Number of Company													
	Copy of Registration Certificate attached. (Yes/No).													
6	<b>Bank Mandate Form Status &lt;tick appropriate&gt;</b>													
	<input type="checkbox"/> Already Submitted with SIDBI <input type="checkbox"/> Being submitted herewith as per format													
	Bank Account Details as in Bank Mandate Form:													
	<table border="1"> <thead> <tr> <th>S.N.</th> <th>Bank Name and Branch</th> <th>Account Type</th> <th>IFSC Code</th> <th>Account No.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.N.	Bank Name and Branch	Account Type	IFSC Code	Account No.								
S.N.	Bank Name and Branch	Account Type	IFSC Code	Account No.										
7	Name & Designation of the contact person to whom all references shall be made regarding this tender.													
	Telephone No. (with STD Code) & E-Mail of the contact person													
	Fax No. (with STD Code)													
	Company website													
8	DD/ Pay order for ₹76,000/- towards EMD attached. Following are the details:													
	DD/ Pay order/ BG No.	Date												
		Drawn On												
9	<b>MSME Status &lt;tick appropriate&gt;</b>													
	<input type="checkbox"/> Company does not qualify the status of MSE as per the following table.													
	<table border="1"> <thead> <tr> <th>Enterprise Category</th> <th>Manufacturing (Original Investment in P&amp;M)</th> <th>Services (Original Investment in Equipment)</th> </tr> </thead> <tbody> <tr> <td>/Micro</td> <td>Up to ₹25 lakh</td> <td>Up to ₹10 lakh</td> </tr> <tr> <td>/ Small</td> <td>Upto ₹500 lakh</td> <td>Upto ₹200 lakh</td> </tr> <tr> <td>Medium</td> <td>Upto ₹1000 lakh</td> <td>Upto ₹500 lakh</td> </tr> </tbody> </table>	Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)	/Micro	Up to ₹25 lakh	Up to ₹10 lakh	/ Small	Upto ₹500 lakh	Upto ₹200 lakh	Medium	Upto ₹1000 lakh	Upto ₹500 lakh	
Enterprise Category	Manufacturing (Original Investment in P&M)	Services (Original Investment in Equipment)												
/Micro	Up to ₹25 lakh	Up to ₹10 lakh												
/ Small	Upto ₹500 lakh	Upto ₹200 lakh												
Medium	Upto ₹1000 lakh	Upto ₹500 lakh												
	<input type="checkbox"/> Company does qualify the MSE status. Relevant document is attached herewith. <b>&lt;please attach MSE registration certificate or a certificate from Chartered Accountant&gt;</b> .													
	<input type="checkbox"/> SC/ST													



10	<b>Eligibility Criteria</b>	
	IBM authorised Support Partner / Business Associate for providing renewal of Support services for IBM Software in India ? [Yes/ No]	
	Copy of authorisation letter from IBM attached. (Yes / No). <b>Note: The authorisation certificate should be valid at least till the bid validity date.</b>	
11	<b>Declaration regarding Clean Track Record</b>	
	Whether declaration regarding Clean Track Record as per Annexure – VI attached. (Yes / No)	
12	<b>Details of Vendor Account Manager for SIDBI</b>	
	Name of Vendor Account Manager for SIDBI.	
	Phone No. of Vendor Account Manger for SIDBI	
	E-mail ids of Vendor for any correspondence	
13	<b>Details of IBM Account Manager for SIDBI</b>	
	Name of Account Manager for SIDBI at IBM	
	Phone No. of Account Manger for SIDBI at IBM	
	Toll Free Number of IBM for support related issues	
	E-mail ids of IBM to send support related queries	
14	Any other related information, not mentioned above, which the vendor wish to furnish.	
15	Any Deviation from General Terms & Conditions, which vendor wish to furnish	

---

Date \_\_\_\_\_ Signature of Authorised Signatory ...

Place \_\_\_\_\_ Name of the Authorised Signatory ...

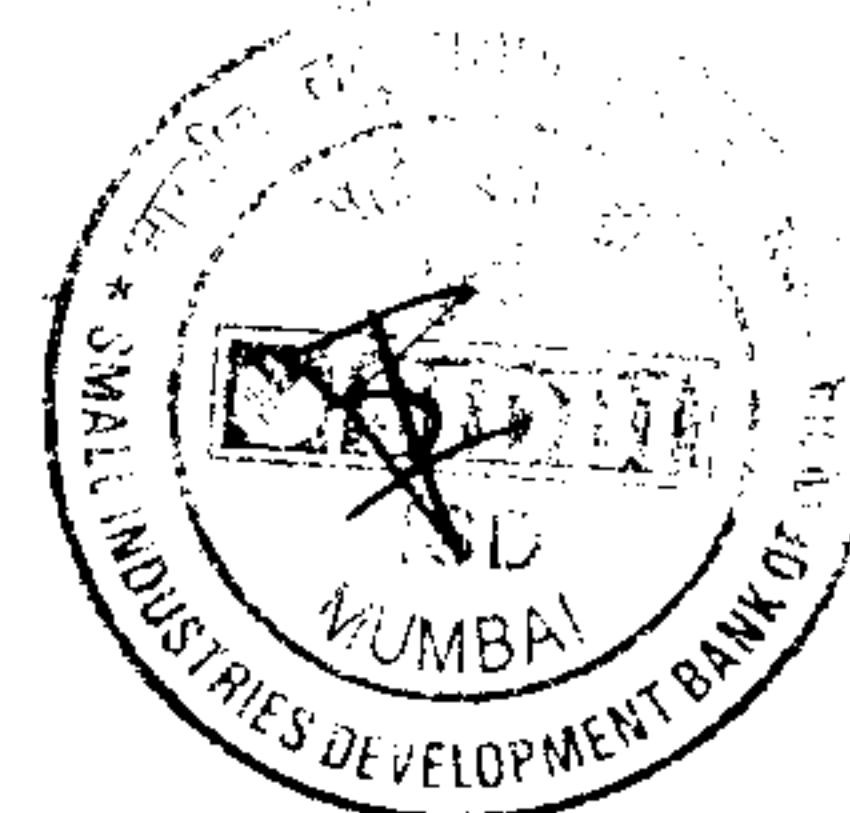
Designation ...

Name of the Organisation ...

Seal ...

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**Annexure - III**

**Commercial Bid - Renewal of Software Support for IBM S/w Licenses**

S No.	Item Description	Ref./ Part No.	Period of support	Qty.	Unit Price, incl of all taxes [b]		Total Price incl. of tax [c=axb]
				[a]	In Figures	In words	
1	IBM Rational Application Developer for WebSphere Software Authorized User Annual SW Subscription & Support Renewal	E01MJLL	01/04/2015 to 31/03/2016	5			
2	IBM WebSphere Application Server Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E025QLL		500			
3	IBM WebSphere Portal Extend Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E023RLL		300			
4	IBM WebSphere MQ Processor Value Unit (PVU) Annual SW Subscription & Support Renewal	E0256LL		680			
<b>Total Cost of renewal, incl. of all taxes</b>							

**Note:**

1. TDS will be deducted at source as per rules.
2. Price should be inclusive of all applicable taxes. Octroi / entry tax, if applicable, may be indicated separately and the same shall be paid separately on the production of original receipt, in the name of SIDBI.
3. Prices quoted above shall be valid throughout the bid validity period i.e. **till May 26, 2015.**
4. No terms and conditions should be stipulated in the Commercial bid, which is meant only for the quotation of offer price/ rate.

Organization :

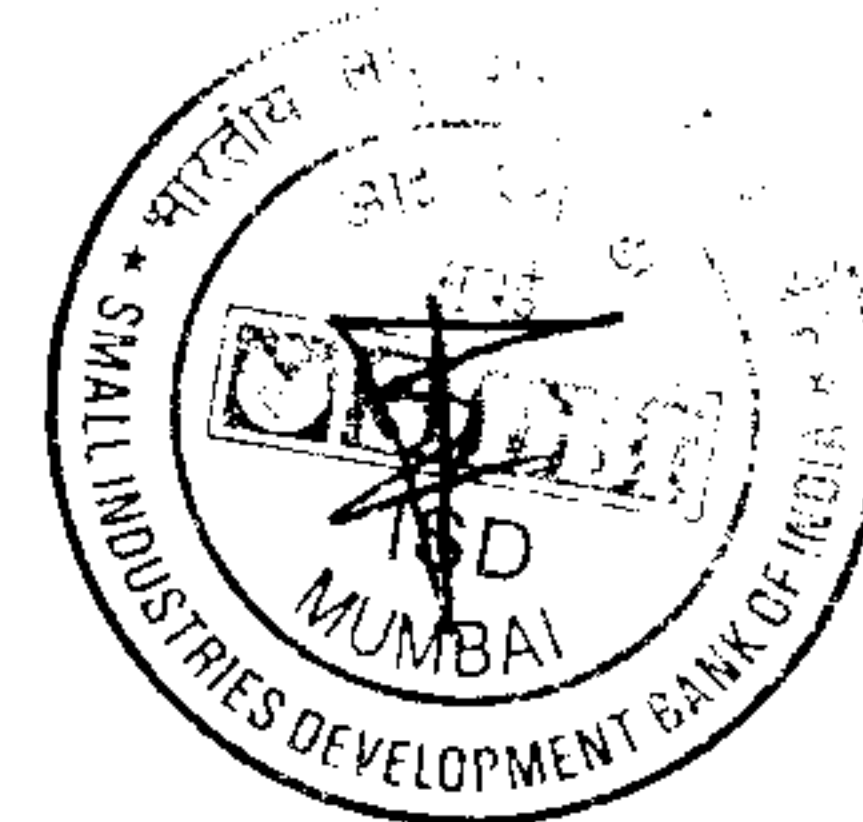
Name :

Designation :

Signature with seal :

Date :

Place :



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**Annexure – IV**

**बैंक अधिदेश फॉर्म /BANK MANDATE FORM**

(दो प्रतियों में प्रस्तुत किया जाए /To be submitted in Duplicate)

(कृपया सूचनाएँ साफ अक्षरों में भरें। जहाँ-कहीं लागू हो, उस पर सही का निशान लगाएँ।)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का नाम

Name of Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

विक्रेता का कूट Vendor Code (if applicable) \_\_\_\_\_

\_\_\_\_\_

2. उधारकर्ता/विक्रेता/आपूर्तिकर्ता का पता

Address of the Borrower / vendor / supplier: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

नगर/City \_\_\_\_\_ पिनकोड Pin Code \_\_\_\_\_

ई-मेल आईडी /E-mail id: \_\_\_\_\_

एसटीडी कूट के साथ दूरभाष सं./Phone No. with STD code: \_\_\_\_\_

मोबाइल सं./Mobile No.: \_\_\_\_\_

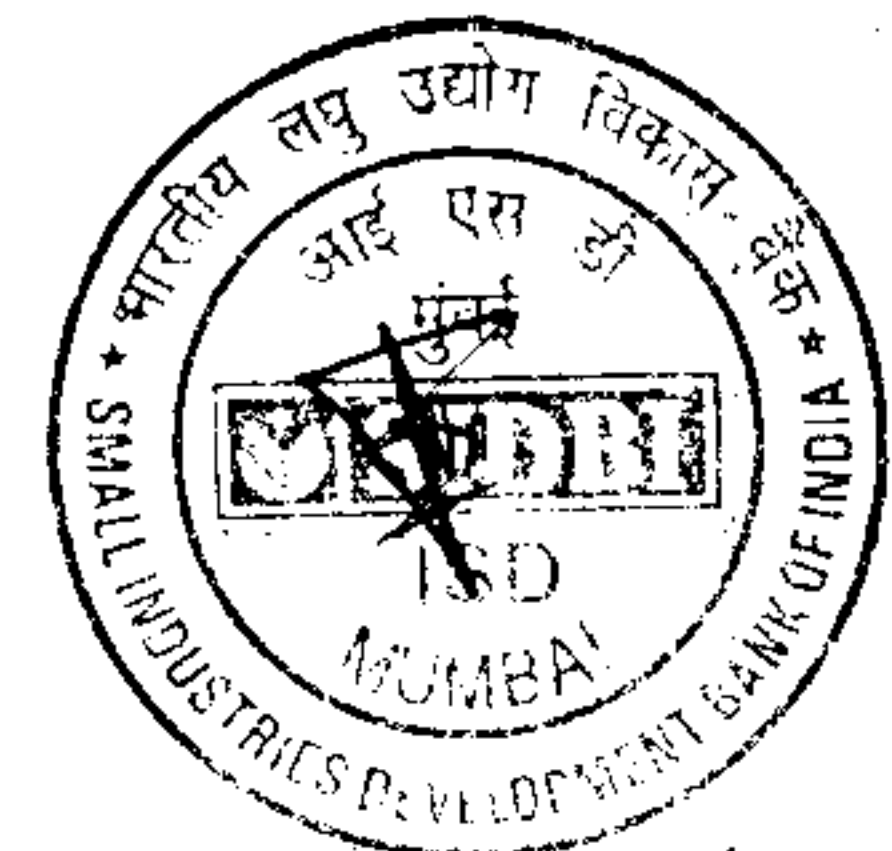
स्थायी खाता संख्या/Permanent Account Number \_\_\_\_\_

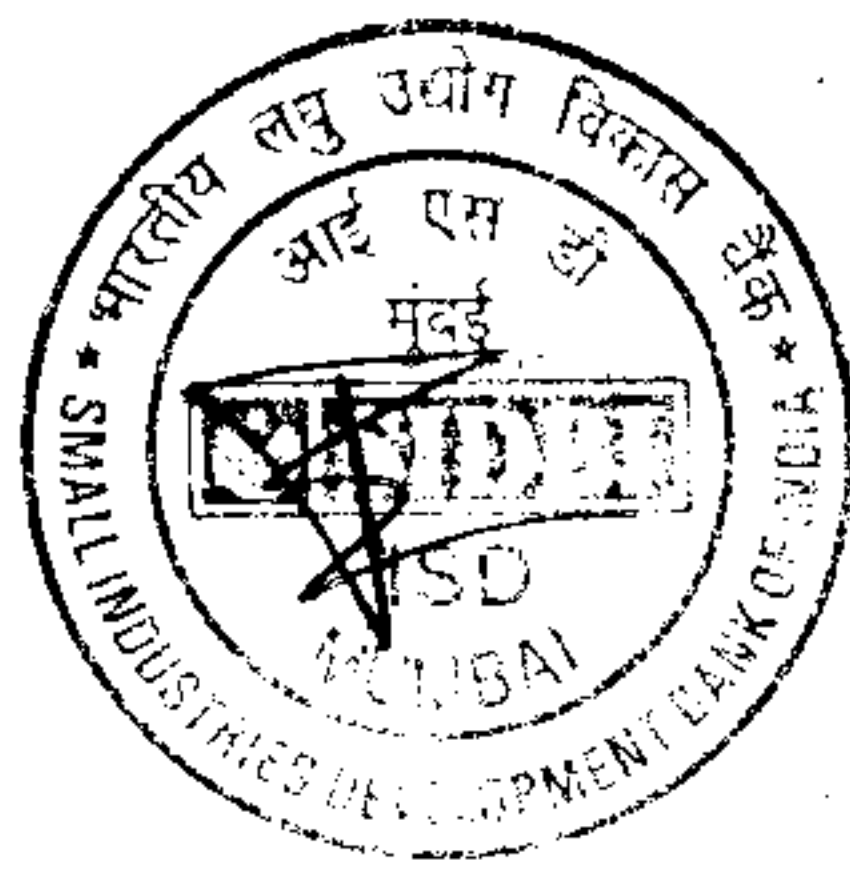
एमएसई पंजीकरण/सीए प्रमाणपत्र/MSE Registration / CA Certificate \_\_\_\_\_

(यदि लागू हो/if applicable)

3. बैंक खाते का विवरण / Particulars of Bank account:

हिताधिकारी का नाम Beneficiary Name			
बैंक का नाम Bank Name		शाखा का नाम Branch Name	
शाखा का स्थान Branch Place		शाखा का नगर Branch City	
पिनकोड PIN Code		शाखा कूट Branch Code	
एमआईसीआर सं. MICR No.			
खाते का स्वरूप Account type	बचत/Saving	चालू/Current	नकद उधार Cash Credit





Renewal of Software Support for IBM S/w Licenses  
400/2015/1085/BYO/ITV Dated February 06, 2015

खाता सं .Account No.	(जैसी चेकबुक में अंकित है) (as appearing in the Cheque book)																			
<b>(बैंक से आपूर्त एमआईसीआर1 चेक पर अंकित कूट संख्या। कृपया यह सुनिश्चित करने के लिए कि बैंक का नाम ,शाखा का नाम एवं कूट तथा खाता संख्या सही है,अपने बैंक का निरस्त किया हुआ चेक संलग्न करें ( )Code number appearing on the MICR1 cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b>																				
आईएफएससी कूट2 IFSC CODE2	आरटीजीएस अंतरण के लिए For RTGS transfer			एनईएफटी अंतरण के लिए For NEFT transfer																

4. अधिदेश के प्रभावी किए जाने की तिथि

Date from which the mandate should be effective :

मैं एतद् द्वारा घोषित करता हूँ कि ऊपर दिए गए विवरण सही और पूर्ण हैं। यदि अपूर्ण या गलत सूचना के कारण लेनदेन )भुगतान (में कोई बिलम्ब होता है या भुगतान नहीं हो पाता है ,तो मैं सिडबी / आईडीबीआई बैंक को उसके लिए उत्तरदायी नहीं बनाऊंगा। मैं यह भी वचन देता हूँ कि यदि मेरे खाते के विवरण में कोई परिवर्तन होगा ,तो मैं उसकी सूचना दूँगा ,ताकि भा.रि.बैंक के आरटीजीएस/एनईएफटी के माध्यम से राशि जमा किए जाने के प्रयोजन के लिए अभिलेख अद्यतन किए जा सकें।

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold SIDBI / IDBI Bank responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI RTGS/NEFT.

स्थान/Place : \_\_\_\_\_

\* दिनांक/Date : \_\_\_\_\_

पार्टी/प्राधिकृत हस्ताक्षरकर्ता के हस्ताक्षर  
Signature of the party / Authorized Signatory

प्रमाणित किया जाता है कि ऊपर दिए गए विवरण हमारे अभिलेख के अनुसार सही हैं।

Certified that particulars furnished above are correct as per our records.

बैंक की मुहर/Bank's stamp :

दिनांक/Date :

(बैंक के प्राधिकृत अधिकारी के हस्ताक्षर)

(Signature of the Authorized Official from the Banks)

टिप्पणी : यदि आरटीजीएस/एनईएफटी संबंधी कोई प्रभार होगा ,तो उसका वहन पार्टी करेगी।

N.B.: RTGS/NEFT charges if any, is to be borne by the party

1, 2: आईएफएससी/एमआईसीआर के बारे में टिप्पणी

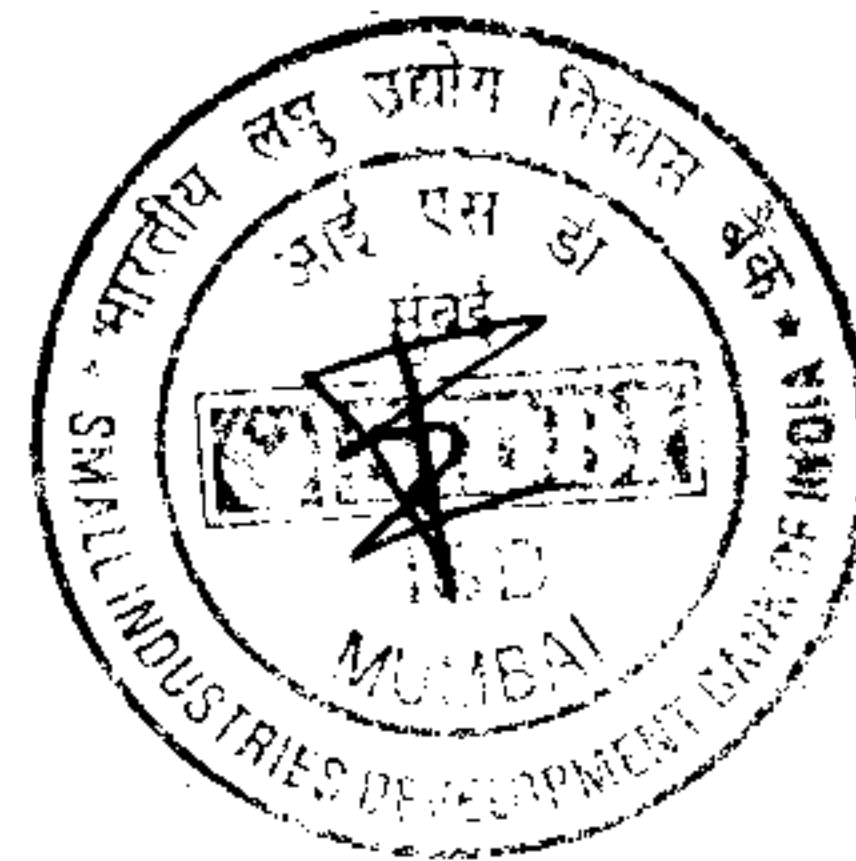
भारतीय वित्तीय प्रणाली कूट एक अक्षरांकीय/वर्णांकीय कूट है ,जो भारत में किसी बैंक-शाखा की अनन्य रूप से पहचान के लिए बनाया गया है। यह 11 अंकों का कूट है ,जिसमें प्रथम 4 अक्षर बैंक के कूट को दर्शाते हैं , जबकि पाँचवाँ अंक नियंत्रण अंक के रूप आरक्षित है )वर्तमान में पाँचवें स्थान पर 0 है (तथा शेष अंक शाखा की पहचान हैं। चेक पर अंकित एमआईसीआर कूट )चुम्बकीय स्याही अंक पहचान (में 9 अंक होते हैं ,जिनसे बैंक-शाखा की पहचान होती है। भा.रि.बैंक ने सभी बैंकों को सूचित किया है कि वे अपने ग्राहकों को जारी किए

जाने वाले चेक पत्रकों पर आईएफएससी मुद्रित कराएँ। कोई ग्राहक भी अपनी बैंक-शाखा से संपर्क कर उस शाखा का आईएफएस कूट प्राप्त कर सकता है।

**1, 2: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

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## Annexure - V

### EMD / PERFORMANCE SECURITY FORM

(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ..... (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. **400/2015/1085 /BYO/ITV dated February 06, 2015** for the "Renewal of Software Support for IBM S/w licenses" (description of Products and Services) (herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a scheduled commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ₹ ----- (Rs. ----- only) on behalf of the Vendor.

We ----- **Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of SIDBI in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding ₹ ----- (- ----- only) by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding on us.

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ₹...../- (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ₹...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

- (i) any time or waiver granted to the vendor;
- (ii) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
- (iii) any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;

- (iv) any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
- (v) any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
- (vi) any change in constitution of the vendor;
- (vii) any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out above.

This guarantee is valid until the ..... day of <validity date> and a claim in writing is required to be presented to us within one months from <validity date> i.e. on or before <claim period> failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date .....

Address .....

.....

.....

\*\*\*\*\*





**Annexure -VI**

**Declaration Regarding Clean Track Record**  
***(To be submitted on Bidder's company letter head)***

**Date:**

The General Manager (Systems)  
Small Industries Development Bank of India,  
3rd Floor, MSME Development Centre,  
Information Services Vertical,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai - 400 051

Dear Sir,

**Declaration Regarding Clean Track Record**

(RfP No: 400/2015/1085 /BYO/ITV dated February 06, 2015)

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No. 400/2015/1085 /BYO/ITV dated February 06, 2015 regarding renewal of Software Support for IBM software licenses. We hereby declare that our company has not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India.

I further certify that I am competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

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Date	Signature of Authorised Signatory ...
Place	Name of the Authorised Signatory ...
	Designation ...
	Name of the Organisation ...
	Seal ...

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